

Union City
6.5.13



PROFESSIONAL & TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO
An Organization of Professional, Technical, and Administrative Employees

CAMP Package Proposal #1

Term – 1 Year

Wages – 4% General Wage Increase and accept Union Proposal #9

Sick Leave Payout – Freeze hours as of June 23, 2013; sick leave accrued after this date shall be placed in a second bank; when employees, who are eligible for sick leave payout, take sick leave, it is the 'last in, first out' usage method; for hours remaining in the payable bank, the rate of payout shall be the rate of pay upon separation from the City.

Agreement Conditions – Accept Union Proposal #3 with modification that Union drops Re-opener language place holders in Subsection (x).5 as submitted on April 8, 2013.

Holidays – Accept City Counter Proposal to Union Proposal #7

Vacation – Accept City Counter Proposal to Union Proposal #7

Executive Leave – Accept Union #7

Layoff – Accept Union Proposal #8

Working in Higher Classification – See Attached

Personal Protective Equipment – As proposed in Union # 15

Contracting Out – Accept City Counter Proposal to Union Proposal #21

Grievance/Arbitration – Accept Union Proposal #2 with City Counter on splitting cost of SMCS fee for preparation of list of arbitrators

Disciplinary Action – Accept Union Proposal (City agreed to)

Union Rights – Accept Union Proposal #5 with modification of how many representatives are recognized from 12 to 5.

Benefits – Accept Union Proposal #10 with modification that Union drop In Lieu language proposal and the PDP shall be amended to allow educational software to be purchased

Class A/B License – Union Withdraws placeholder

Alternative Work Schedule – Union Withdraws Proposal #13

Re-Opener – Accept City Proposal on only Retiree Healthcare Provision, dated May 30, 2013 and reject Measure B and Healthcare provisions

Me Too Clause – for the term of this agreement, should any other bargaining unit negotiate a raise in excess of the ~~4~~% increase contained in this agreement, then CAMP will receive the difference to ensure fairness

Catastrophic Illness Donation – Union withdraws Proposal #14

Eco Pass – Accept Side Letter Agreement from City on May 22, 2013

Disability Leave – After the maximum time limit specified by contract, the integration of an employee's available leave will occur in the following order: (1) accrued Sick Leave, and (2) accrued Vacation Hours.

Article X Working In a Higher Classification

- X.1 Upon specific written assignment by the Department Director, or his/her designated representative, with prior written approval, a full time employee may be required to perform the duties of a full time position in a higher classification. Such assignments shall be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee.
- X.2 As an alternative to making appointments to vacant positions, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed twelve (12) months. At the expiration of the period of assignment (not to exceed twelve (12) months), the assigned employee shall return to his/her regular assignment. The Department may then request authorization to fill the position on a regular basis or return it to vacant status.
- X.3 Employees specifically assigned in writing to duties of a higher classification as specified above shall be compensated at the rate in the salary range of the higher class, which is at least five percent (5%) higher than the rate received by the employee in the employee's present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive the rate of compensation, however, unless the assignment is for a minimum of five (5) consecutive days.

